

Commercial Storage Application
Submitted to the U S Environmental Protection Agency, Region 07 for:
A-TEC Recycling Inc.

Commercial Storage Application

A-TEC Recycling, Inc.
5745 NE 17th Street
Des Moines, IA 50313
EPA # IA0000109827

RCRA



576381

Application for a Commercial Storer of PCB Waste

Facility Name: A-Tec Recycling Inc.
Address: 5745 NE 17th St. Des Moines, IA

Date: 01/22/08

Executive Summary

Describes how the business will be operated. This includes commitments to supply Certificate of Disposal (CD) to generators, to maintain annual logs, and to submit a summary annually.

40 CFR 761.65

(d)(2) The Regional Administrator shall approve shall grant final approval when the following have been met:

(d)(2)(i) The applicants and employees are qualified to engage in commercial storage.

Documentation: **Application includes qualification of principal staff in Attachment A. See application sections 761.65 (d) (3) (i), (ii), (iii),(iv),and (v).**

(d)(2)(ii) The facility possesses the capability to handle the maximum quantity.

Documentation: **Maximum quantity of drums that can be held in the bermed storage area is 21-55 gallon drums. Based on the size of the storage area of 135 square feet in a 9X15 ft bermed area this appears to be adequate space for storage as well as aisles for inspection of drums. See application section 761.65 (d) (vi).**

(d)(2)(iii) The owner has certified compliance with facility standards listed in (b) and (c) (7).

(b)(1)Facilities: See application section 761.65 (d) (3) (vii).

(b)(1)(i) Adequate roof and walls for environment: **The facility is a pre-engineered metal building.**

(b)(1)(ii) Adequate space with curbing to hold 2X volume: **The storage area is 9X15 ft bermed area with a 6 in curb. The finish is non porous epoxy. All PCB ballasts and capacitors are stored in 55 gallon metal drums.**

(b)(1)(iii) No drains or openings: **There are no drains in the storage area. All floor drains are closed.**

(b)(1)(iv) Non-porous surface on floor: **The floor and curb have an epoxy surface that is inspected routinely to ensure integrity.**

(b)(1)(v) Outside 100 yr flood plain the facility: **The facility is outside the 100 year flood plain.**

(c)(7)Stationary Storage Containers: Facility does not have stationary storage containers.

(c)(7)(i) Designed to comply with OSHA Regulations for Structural Safety

(c)(7)(ii) SPPC Plan

(d)(2)(iv) The owner had developed a written closure plan.

See (e) below.

(d)(2)(v) The owner **has included a demonstration of financial responsibility.**

See (g) below.

(d)(2)(vi) The operation of the facility will not pose a risk of injury to health or the environment.

Documentation: Procedures for security, handling and closure are described in Attachment C.

(d)(2)(vii) The compliance history of the applicant demonstrates willingness to comply with regulations.

Documentation of Inspections: Compliance history of the facility is described in section 761.65 (d) (3) (iv). Facility was inspected in July 2007 and January 2008.

(d)(3) Applicants for storage approvals shall submit a written application to include:

(d)(3)(i) Owners and Partners: **See application section 761.65 (d) (3) (i).**

(d)(3)(ii) Operations Manager: **See application section 761.65 (d) (3) (ii).**

(d)(3)(iii) Technical Qualifications of Personnel: **See Attachment A. Management and supervisory staff have OJT and Hazwoper PCB training.**

(d)(3)(iv) Violations in the last 5 years: **See application section 761 (d) (3) (iv). Violation described and corrective action.**

(d)(3)(v) Other Facilities: **See application section 761 (d) (3) (v). This is the only facility that is involved in PCB handling.**

(d)(3)(vi) Estimate of Maximum waste in storage facility: **See application section 761 (d) (3) (vi). Maximum 21 drums with 16,800 lb.**

(d)(3)(vii) Written Compliance with (b) and (c) Certification : **See application section 761 (d) (3) (vii) followed by certification signed by Larry Young.**

(d)(3)(viii) A written closure plan as described in paragraph (e) of this section
See (e) below.

(d)(3)(ix) The current closure cost estimate for the facility as described in section (f) of this section: **See Attachment D.**

(e)(1) A written closure plan should include the following:

(e)(1)(i) Description of how the facility will be closed to eliminate post closure releases of PCBs: **See page 27 of Attachment C.**

(e)(1)(ii) Maximum extent of PCB storage operation relative to other wastes; **See page 21 of Attachment B.**

(e)(1)(iii) Maximum inventory of wastes handled at one time and a description of methods to be used during closure to remove and dispose of the inventory: **Maximum inventory is described in 761.65 (d) (3) (vi), description of methods described on page 20 of Attachment C.**

(e)(1)(iv) Description of steps to remove or decontaminate equipment, structures and soils and the sampling methods: **Decontamination described on page 29 & 30 of Attachment C.**

(e)(1)(v) Activities during closure to ensure post closure releases will not present risks to human health or environment. Include any ground water monitoring, run on, run off control and security: **Closure plans described in Attachment C.**

(e)(1)(vi) A schedule for closure and timeline: **Closure timeline described on page 30 and 31 of Attachment C.**

(e)(6) Closure Schedule requirements. See Attachment C page 30 and 31.

(e)(6)(i) Notification to RA 60 days prior to start of closure. **Pg. 30.**

(e)(6)(ii) Date of closure shall be no later than 30 days after receipt final shipment. **Pg 30.**

(e)(6)(iii) All waste must be removed within 90 days after receipt of final shipment. **Pg 31.**

(e)(6)(iv) All closure activities should be completed within 180 days of receipt of final shipment. **Pg 31.**

(e)(8) Certification of closure.

Within 60 days of completion of closure supply a certificate that the closure has been closed in accordance with the closure plan. The Certificate must be signed by the owner or operator and an independent PE: **See page 31 Attachment C.**

(f) Closure Cost Estimate.

(f)(1) A written certified closure plan in current dollar values shall be supplied: **See attachment D.**

(f)(1)(i) The cost estimate shall be based on the maximum operational activities: **Attachment D includes disposal of maximum amount of waste.**

(f)(1)(ii) The cost estimate shall be based on the costs to hire a **third party** to close the facility: **See Attachment D.**

(f)(1)(iii) The cost estimate shall be based on the cost of disposal of maximum inventory at an off site commercial disposer: **Attachment D includes maximum inventory disposal cost of \$6,720.**

(f)(1)(iv) The closure costs may not include any salvage value of the waste or other assets associated with the closure: **No salvage value included.**

(f)(2) The facility must include a provision to adjust the closure cost annually and must explain how this will be done: **Inflation assumptions included in Attachment D.**

(f)(3) When a modification of the plan causes an increase in cost of closure, the owner has 30 days after approval to revise the cost estimate. **Included in Attachment D.**

(f)(4) The facility must keep a copy of the most recent closure cost estimate: **Included in Attachment D.**

(g) The commercial storer must establish financial assurance for closure using one of the following:

(g)(1) Closure trust fund as per §264.143(a): **NA**

(g)(2) Surety bond guaranteeing payment into a closure trust fund as per §264.143(b) **NA**

(g)(3) Surety bond guaranteeing performance of closure as per §264.143(c) **NA**

(g)(4) Closure letter of credit as per §264.143 (d)

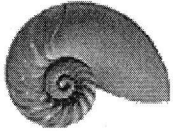
Wording of letter must be identical to §264.151(d) **Attachment E, Letter of Credit and Attachment F, Trust Fund are included.**

(g)(5) Closure insurance as per §264.143 (e) **NA**

(g)(6) Financial test and corporate guarantee for closure as described in § 264.143 (f) **NA**

(g)(7) Corporate guarantee as specified in §264.143 (f) (10) **NA**

(g)(8) The use of multiple financial mechanisms as specified in § 264.143 (g) **NA**



Mazzie Talley/R7/USEPA/US
05/21/2008 04:46 PM

To James Dworak/R7/USEPA/US@EPA
cc
bcc

Subject No emails with comments on any public notice. for
commercial storer approval

As of 4:44 pm on 052108

Notice is hereby given by the Environmental Protection Agency (EPA) Region 7, of the opportunity to comment on the application from A-TEC Recycling Inc., 5745 NE 17th St., Des Moines, Iowa, to the EPA requesting approval as a TSCA PCB Commercial Storage facility. A-TEC Recycling Inc. is requesting permission to store up to 21 drums of PCB-containing fluorescent light ballasts and capacitors in a PCB storage area at its facility. A fact sheet is available on the EPA Region 7 Web site, www.epa.gov/region07/factsheets/index.htm. A copy of the application is available at the Des Moines East Side Library, 2559 Hubbell Ave, Des Moines, Iowa, and at the EPA Region 7 office, 901 North 5th St, Kansas City, Kan. The public comment period will start on April 12, 2008 for a period of thirty (30) days. Following completion of the public comment period, EPA will review all comments and determine whether any modification to the application should be made.



http://www.epa.gov/region7/factsheets/2008/tsca_pcb_a_tec_2008.html

Last updated on Monday, April 21st, 2008.

Region 7

You are here: [EPA Home](#) [Regional 7](#) [Fact Sheets](#) Public Comment Period Announced – A–TEC Recycling Inc., TSCA-PCB Commercial Storage Application, Des Moines, Iowa, April 2008

Fact Sheet

April 2008

Public Comment Period Announced - A-TEC Recycling Inc., TSCA-PCB Commercial Storage Application, Des Moines, Iowa

INTRODUCTION

The U. S. Environmental Protection Agency, Region 7, is submitting the A-TEC Recycling Inc. Toxic Substances Control Act (TSCA) PCB Commercial Storage Application and solicits public comments and offers the opportunity for a public hearing. The application is submitted by EPA for comment as part of its PCB commercial storage application review process. EPA will review all comments and consider if the application can be approved following the comment period.

BACKGROUND

The A-TEC Recycling site, 5745 NE 17th St., Des Moines, Iowa, collects fluorescent lighting components for disposal. Components include ballasts and capacitors that contain PCBs. These units are transferred to Department of Transportation-approved shipping drums for transport to approved disposal facilities. A-TEC Recycling is requesting approval to store up to 21 drums in a designated area within this site prior to shipment.

PUBLIC COMMENT PERIOD AND REVIEW OF COMMENTS

EPA is accepting comments and requests for a public hearing for a period of thirty (30) days beginning April 22, 2008. **Comments must be received by May 22, 2008.** The agency will review all comments upon completion of the public comment period and determine if any modification to the application should be made.

AVAILABILITY OF DOCUMENTS

The application and site-related documents are available for review at:

Des Moines East Side Library
2559 Hubbell Ave.
Des Moines, IA 50317

-and-

EPA Record Center

901 North 5th St.
Kansas City, KS 66101

HOW TO COMMENT OR REQUEST A PUBLIC HEARING

Written comments and requests for a public hearing should be submitted by May 22, 2008, to:

Mazzie Talley
Life Scientist, ARTD/CRIB
U.S. EPA, Region 7
901 North 5th St.
Kansas City, KS 66101

Ms. Talley can also be reached by e-mail at talley.mazzie@epa.gov or by telephone at (913) 551-7518, toll-free (800) 223-0425, for additional information.

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A-TEC Recycling, Inc.
5745 NE 17th Street
Des Moines, IA 50313
EPA # IA0000109827

Commercial Storage Application
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A-TEC Recycling Inc.

Executive Summary

Enclosed is the Commercial Storage Permit Application for A-TEC Recycling, Inc. of Des Moines, Iowa. A-TEC Recycling, Inc. has been accepting PCB containing fluorescent light ballasts and PCB small capacitors from various customers for the purpose of disposal. Prior to submitting this application, A-TEC Recycling, Inc. was generally capable of maintaining quantities of PCB waste at less than 500 gallon by volume prior to shipment for disposal. However, during an inspection in 2005 it was determined that A-TEC Recycling, Inc. had stored more than the 500 gallon by volume quantity which required that the firm would have to complete an application as a Commercial Storer of PCB waste as required under 40 CFR 761.65 (d).

A-TEC Recycling, Inc. will operate its facility in accordance with the regulations specified in 40 CFR § 761. PCB containing electrical articles are received from generators in full or partially filled steel drums. Wastes may be consolidated and will be held in drums in the PCB storage area prior to shipment for disposal. All shipments to or from the facility are manifested and annual records are kept as required by regulations. A-TEC Recycling, Inc. will request copies of Certificates of Destruction for each shipment and will supply copies to each generator for their files. A-TEC Recycling, Inc. will maintain an annual document log of detailed information of waste handling at the facility and will submit annually a report of the information included in the annual document log to the EPA Region 7 Regional Administrator.

A-TEC Recycling, Inc. was originally incorporated in 1993 by the previous owner. A-TEC Recycling, Inc. applied for the proper permits and EPA ID number (IA0000109827) as a transporter of PCB waste. In 2003, the business was sold to the current owners, Robin and Larry Young. Fluorescent lamp recycling has been A-TEC Recycling, Inc.'s main business line. A-TEC Recycling, Inc. agreed to take the customers small PCB ballasts and capacitors for transportation as well.

A-TEC Recycling, Inc.'s office and warehouse are located at 5745 NE 17th Street, Des Moines, IA, 50313. The facility is in an industrial zoned 1.84 acre site with a single metal framed 33,000 square foot building. A-TEC Recycling, Inc. utilizes 12,000 square feet of this building. The PCB storage area is located inside the facility in a bermed containment area which is capable of holding 21-55 gallon drums of PCB waste articles.

A-TEC Recycling, Inc. has developed a closure plan that includes provisions for testing and clean-up of the facility in the event that it should abandon the PCB waste business and it has established financial assurance in the event of planned or unplanned closure.

Commercial Storage Application
Submitted to the U S Environmental Protection Agency, Region 07 for:
A-TEC Recycling Inc.

A-TEC Recycling, Inc. Commercial Storage Application

Address of Applicant

5745 NE 17th Street, Des Moines, Iowa 50313

Mailing Address

P.O. BOX 7391, Des Moines, Iowa 50309-7391

Phone

800-551-4912

515-244-7357

Fax

515-263-6970

EPA ID

IA 0000109827

Federal Employer ID

42-1411487

DUNS Number

835246208

40CFR 761.65 (d) (3) (i) Identification of owner and operator of the facility

Robin Young, 85% Stockholder and Vice-President

Larry Young, 15% Stockholder and President

40CFR 761.65 (d) (3) (ii) Identification of the person responsible for the overall operations of the facility

President/ Manager, Larry Young

Key Employees:

Facility Manager, Richard Young

Logistics Manager, Biff Moore

Financial Manager, Julia Dean

40CFR 761.65 (d) (3) (iii) Information concerning the technical qualifications and experience of persons responsible

Refer to Attachment A (1) for Organization Chart.

Refer to Attachment A (2) for Resumes of key operation employees involved in the handling of PCB articles.

Refer to Attachment A (2) for Annual training.

Commercial Storage Application
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A-TEC Recycling Inc.

40 CFR 761.65 (d) (3) (iv) Information concerning any past State or Federal environmental violations within the last 5 years

(a) The facility has not had any state environmental violations within the last 5 years.

(b) The facility has entered into a consent agreement with the U. S. Environmental Protection Agency in 2006, Docket No.TSCA-07-2006-0236. In 2005 the facility was cited for failure to apply for approval to operate as a commercial storer of PCB waste; failure to maintain and submit annual documentation; and improper manifesting. The facility agreed to payment of fines of \$3,527.12 in each of 8 installments. The facility has agreed to obtain approval as a commercial storer of PCB waste as demonstrated by this application.

40CFR 761.65 (d) (3) (v) List of all companies currently owned or operated in the past by the principals or key employees

A-TEC Recycling, Inc.

5745 NE 17th Street, Des Moines, Iowa 50313

Recycling Company

Owners- Robin Young/Larry Young

Midwest Lighting and Controls

5755 NE 17th Street, Des Moines Iowa 50313

Lighting Manufacturers Representative – This Company is not involved in any Recycling or Disposal Activities

Owners- Robin Young/ Larry Young

40CFR 761.65 (d) (3) (vi) Estimate of maximum waste quantity to be handled at the facility

The maximum weight of PCB waste stored is 16,800 lbs. gross weight contained in 21 steel 55 gallon open top drums, with lids.

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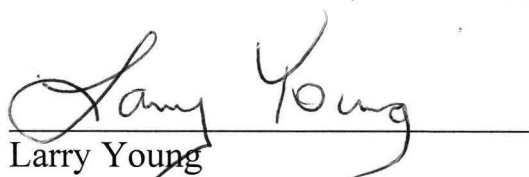
40CFR 761.65 (d) (3) (vii) Written statement certifying compliance with paragraph (b) of this section

The facility meets the following criteria as specified in paragraph (b) of this section:

- An adequate roof and walls to prevent rain water from reaching the stored PCB's and PCB Items. The exterior of the building is continually maintained to prevent any environmental leakage into the area.
- An adequate floor that has continuous curbing with a minimum 6 inch high curb. The PCB storage area is an area approximately 15 feet by 9 feet, or 135 square feet. See Attachment B (5) for pictures of the curbed concrete berm. Large PCB M_L labels are posted directly on the exterior of the PCB item containers, posted on the exterior of the front and back entry doors, and posted above the PCB storage area. Small PCB Labels may be used as a replacement for the larger labels in the event the item is too small for the larger PCB M_L labels. See Attachment B (6) Figure 1. & Figure 2. PCB items and containers in the storage area must be inspected for leaks at least once every 30 days. Any leaking PCB items must be transferred to non-leaking DOT approved containers. Any spills or leaks will be cleaned up immediately using absorbents or other adequate means; PCB materials and residues will be properly disposed.
- There are no drain valves, floor drains, sewer lines or other openings that would permit liquids to flow from the curbed area. Individual areas in the warehouse have floor drains to the sanitary sewer system and are plugged to prevent any accidental leakage or runoff.
- The entire site is situated above the 100 year flood water elevation. Facility is located at 970 ft. above sea level. The nearest stream or river, Four Mile Creek, is located approximately 2.18 miles from the facility.

Certification

Under civil and criminal penalties of law for making or submission of false or fraudulent statements or representations (18 U.S.C. 1001 and 15 U.S.C. 2615), I certify that the information contained in or accompanying this document is true, accurate and complete. As to the identified section (s) of this document for which I cannot personally verify truth and accuracy, I certify as the company official having supervisory responsibility of the persons who, acting under my direct instructions, made the verification that this information is true, accurate and complete.



Larry Young
President



Date Signed

Commercial Storage Application
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A-TEC Recycling Inc.

40CFR 761.65 (d) (3) (viii) Written Closure Plan

The written closure plan is described in Attachment C. It defines the steps that the owner shall take to close the PCB waste storage facility in a manner that eliminates the potential for post-closure releases of PCB's that may present an unreasonable risk to human health or the environment.

Additional Procedures are outline in Attachment C for measures to help prevent PCB's from escaping into the environment in regards to the sampling plan and closure.

40CFR 761-65 (d) (3) (ix) Current closure cost estimate

The Closure cost estimate is described in Attachment D. It is a detailed estimate, in current dollars, of the cost of closing the facility in accordance with its approved closure plan.

40CFR 761.65 (d) (3) (x) Demonstration of financial responsibility to close the facility

The financial responsibility for facility closure is described in Attachments E & Attachment F. The owners have established financial assurance for closure of the PCB storage facility by establishing a irrevocable letter of credit through Community State Bank and the establishment of a standby trust that allows the Regional Administrator to draw on the letter of credit to allow clean up of the site by a third party for final closure.

Mull Train
703-347-8785

Ans Hourly
703-305-5084

USEPAUnited States
Environmental Protection Agency
Washington, DC 20460Form Approved
OMB No. 2070-0112

Notification of PCB Activity

Return To:

Fibers & Organics Branch (7404T)
Office of Pollution Prevention & Toxics
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, DC 20460-0001

For Official Use Only

1. Name of Facility

A-TEC Recycling, Inc.

Name of Owner Facility

A-TEC Recycling, Inc.

2. EPA Identification Number (if already assigned under RCRA)

IA 0000109827

3. Facility Mailing Address (Street or PO Box, City, State, & Zip Code)

P.O. BOX 7391
Des Moines, IA 50309-7391

4. Location of Facility (No. Street, City, State, & Zip Code)

5745 NE 17th St.
Des Moines, IA 50313

5. Installation Contact (Name and Title)

Larry Young
President

Telephone Number (Area Code and Number)

515-244-7357

6. Type of PCB Activity (Mark 'X' in appropriate box. See Instructions.)



A. Generator w/onsite storage facility



B. Storer (Commercial)



C. Transporter



D. R&D/Treatability



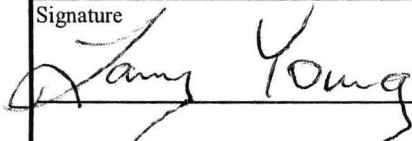
E. Approved Disposer

F. Scrap Metal Recovery Oven/Smelter,
High Efficiency Boilers

7. Certification

Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001 and 15 U.S.C. 2615), I certify that the information contained in or accompanying this document is true, accurate, and complete. As to the identified section(s) of this document for which I cannot personally verify truth and accuracy, I certify as a company official having supervisory responsibility for the persons who, acting under my direct instructions, made the verification that this information is true, accurate, and complete.

Signature



Name and Official Title (Type of Print)

Larry Young President

Date Signed

02/21/08

Paperwork Reduction Act Notice

The annual public burden for this collection of information is estimated to average 0.57 hours per response. This estimate includes time for reading instructions, searching existing data sources, gathering and maintaining the needed data, and completing and reviewing collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to: Director, Collection Strategies Division, U.S. Environmental Protection Agency (mail code 2822), 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460-0001. Include the OMB number identified above in any correspondence. Do not send the completed form to this address. The actual information or form should be submitted in accordance with the instructions accompanying the form, or as specified in the corresponding regulations.

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| ATTACHMENT C | Closure Plan |
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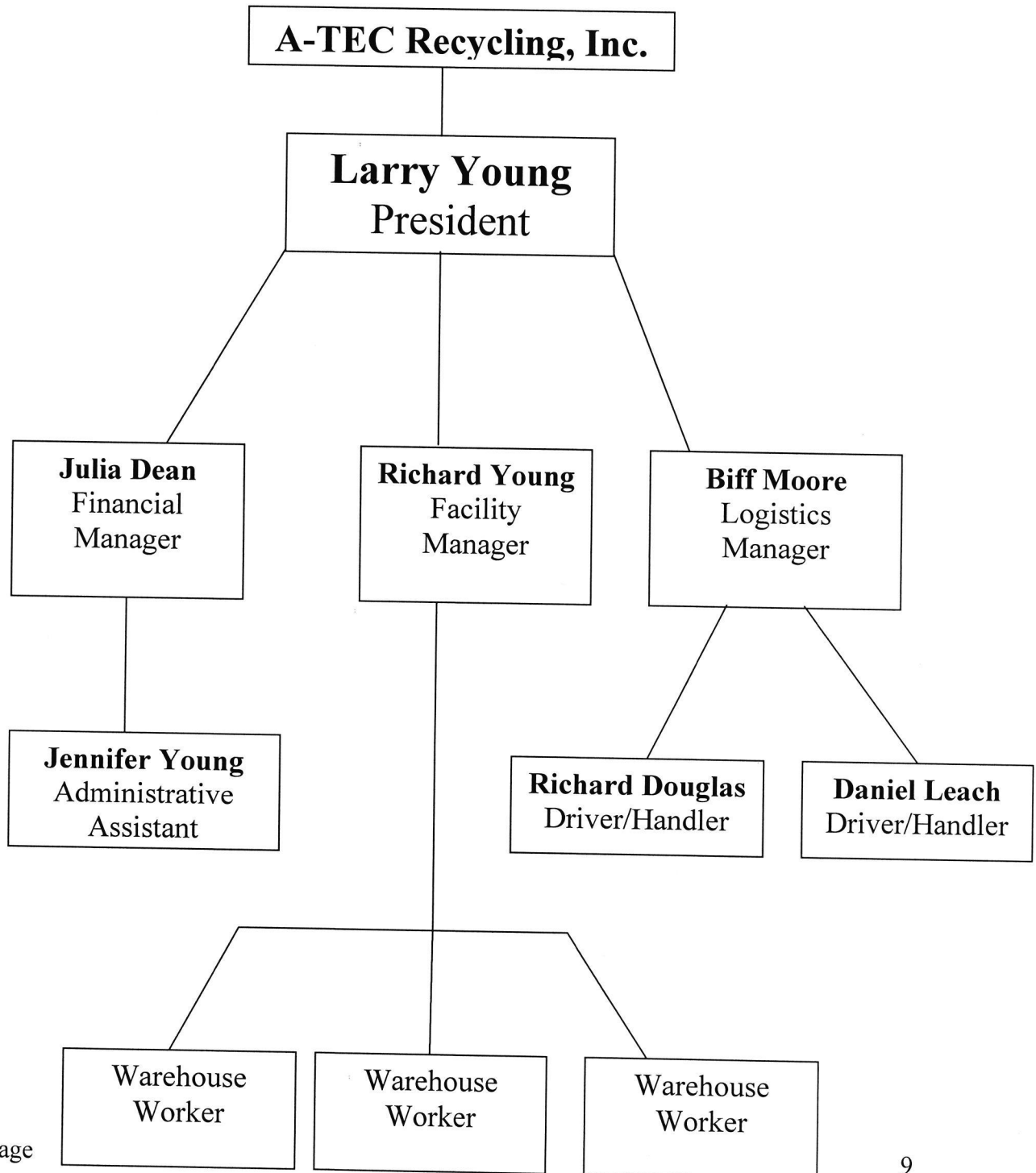
Attachment A

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ATTACHMENT A (1)

40CFR 761.65 (d) (3) (iii) Information concerning the technical qualifications and experience of persons responsible

Organizational Chart



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ATTACHMENT A (2)

40CFR 761.65 (d) (3) (iii) Information concerning the technical qualifications and experience of persons responsible

Resumes & Qualifications of Key Employees

Larry Young, President

Mr. Larry Young has owned A-TEC Recycling, Inc. since July 2003. He has been involved in the collection and disposal of PCB containing ballasts and PCB capacitors for 12 years while working at A-TEC Recycling, Inc.

Training:

40 Hour HAZWOPER including PCB handling – 10/14/1996
8 Hour HAZWOPER Annual Refresher – HMOT-102-WIL02 (05/01/2007-05/01/2008)
DOT Required Hazardous Material Transportation – HMOT-106-WIL02 (06/01/2007-06/01/2010)

Richard Young, Facility Manager

Mr. Richard Young has been involved in the collection and disposal of PCB containing ballasts and PCB capacitors for 11 years.

Training:

40 Hour HAZWOPER including PCB handling – 10/19/2000
8 Hour HAZWOPER Annual Refresher – HMOT-102-WIL02 (05/01/2007-05/01/2008)
DOT Required Hazardous Materials Transportation – HMOT-106-WIL02 (06/01/2007 - 06/01/2010)
Class B CDL-Hazmat Endorsements – 07/16/2004 - 06/28/2009

Biff Moore, Logistics Manager

Mr. Moore has 5 years experience in the collection and disposal of PCB containing ballasts and PCB capacitors.

Training:

40 Hour HAZWOPER including PCB handling – 11/01/2002
8 Hour HAZWOPER Annual Refresher – HMOT-102-WIL02 (05/01/2007 – 05/01/2008)
DOT Required Hazardous Materials Transportation – HMOT-106-WIL02 (06/01/2007-06/01/2010)
Class B CDL-Hazmat & Airbrake Endorsements– 08/08/2006 - 08/02/2010

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Daniel Leach, Truck Driver

Mr. Leach has 4 years experience in the collection and disposal of PCB containing ballasts and PCB capacitors.

Training:

DOT Required Hazardous Materials Transportation – HMOT-106-WIL01 (06/01/2007-06/01/2010)

Class A CDL-T-Double & Triple Trailers, X-Combination Hazmat & Tank
Endorsements – 08/06/2006 - 08/04/2008

Richard Douglas, Truck Driver

Mr. Douglas has 11 years experience in the collection and disposal of PCB containing ballasts and PCB capacitors.

Training:

DOT Required Hazardous Materials Transportation – HMOT-106-WIL01 (06/01/2007-06/01/2010)

Class A CDL-Hazmat Endorsement– 10/19/07-09/07/2012

Annual Training

Training is provided for new employees and refresher training for existing employees includes the following topics (as applicable):

- General Safety Training & Safety Rules
- Standard Operating Procedures
- Fire Training & Fire Drills
- Personal Protective Equipment
- Materials Handling
- Heat Stress & Winter Protection
- Forklift Training, Non-Motorized Pallet Jack Usage
- Violence in the Workplace
- Blood borne Pathogen (BBP) Awareness
- Updates of Current TSCA regulations of PCB Articles
- Hazards Communication including PCBs
- Mercury Lamp Handling/Recycling
- E-Waste Handling/Recycling
- Ballasts and Capacitors Handling
- Security Training
- Drum Handling
- Emergency Response/Spill Training
- Hazwoper Annual Refresher

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ATTACHMENT B

Description of Facility

A-TEC Recycling, Inc.'s facility is located on the east side of NE 17th Street and the south side of NE 58th Avenue, in rural Polk County, Iowa. The property is on the southeast corner of the two streets intersection. The property is made up of four (4) parcels of land. The properties are described as Lots 1, 2, 3, and 4 of UPI Industrial Park, Plat 1, Section 12, Township 79N, and Range 24W. See Attachment B (1) for the legal description.

The facility was constructed in 1977 and is a pre-engineered metal building structure with a concrete floor slab. The size of the building is 33,000 square feet. The site plan that describes the facility is listed in Attachment B (1). The detail layout of the building is listed in Attachment B (2). The aerial view of the building location is listed in Attachment B (3). The diagram of the facility is listed in Attachment B (4).

The primary waste handled at the facility is mercury containing fluorescent lamps, also classified as universal waste. The facility collects and processes the lamps and has them separated into three items: Glass, aluminum, and calcium phosphate containing mercury. The mercury material is sent to Bethlehem Apparatus in Pennsylvania.

A-TEC Recycling, Inc. is the current owner of the building that was purchased in 2004 that includes 5737-5763 NE 17th St and 1717-1725 NE 58th Ave. There are 7 separate spaces in the 33,000 square foot building that have 4 other tenants leasing space in the building, they are noted below. See Attachment B (2) for the tenants' location.

1. Construction Materials Inc. 1717 NE 58th Ave., Des Moines, IA 50313
Construction Materials Testing 4,500 sq. ft.
2. Access Anywhere, LLC 5759 NE 17th St., Des Moines, IA 50313
Telephone Repair Company 3,000 sq. ft.
3. McQueeney-Lock Company 5737 NE 17th St., Des Moines, IA 50313
Plumbing Supplies Representative 3,000 sq. ft.
4. Hoffman Burial Supplies 1725 NE 58th Ave., Des Moines, IA 50313
Burial Supplies Representative 4,500 sq. ft.
5. A-TEC Recycling, Inc. 5745 NE 17th St., Des Moines, IA 50313
Recycling Company 6,000 sq. ft.
6. A-TEC Recycling, Inc. 5755 NE 17th St., Des Moines, IA 50313
Warehouse Space – CRT's 6,000 sq. ft.
7. No Occupant 6,000 sq. ft.

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Year	Type	Status	Application	Permit/Pickup Description
1995	P/Permit	CP/Complete	06/24/1994	CHANGE FROM B-2 TO H-4

Land					
SQUARE FEET	80,150	ACRES	1.84	TOPOGRAPHY	B/Blank

Commercial Summary					
OCCUPANCY	46/Warehouse	WEIGHTED AGE	1977	STORY HEIGHT	1
LAND AREA	80,150	GROSS AREA	33,000	FINISH AREA	9,712
BSMT UNFIN	0	BSMT FINISH	0	NUMBER UNITS	0

Csection # 101					
OCCUPANT	SERV. SUPPLY, QUARRY SUPPLY, ATEC				
SECT MULTIPL	1	OCCUPANCY	46/Warehouse	FOUNDATION	CN/Concrete
EXT WALL	MT/Metal	ROOF	G/Gable	ROOF MATERL	M/Metal
MAN OVRHD SF	512	DOCK FLR %	73	WIRING	A/Adequate
PLUMBING	A/Adequate	TOTAL ST HT	1	FRAME TYPE	ST/Steel
BLDG CLASS	5/Metal	TOT SCT AREA	33,000	GRND FL AREA	33,000
PERIMETER	790	GRADE	4	GRADE ADJUST	+10
YEAR BUILT	1977	CONDITION	NM/Normal		

Cgroup # 101 1					
USE CODE	320/Warehouse	BASE STORY	1	NUM STORIES	1
TOT GRP AREA	33,000	BASE FL AREA	33,000	HEATING	N/None
AIR COND	N	GRADE ADJUST	+10	EXHAUST SYS	N/No
CONDITION	NM/Normal				

Cgroup # 101 2					
USE CODE	003/Offices Interior	BASE STORY	1	NUM STORIES	1
TOT GRP AREA	9,712	BASE FL AREA	9,712	HEATING	C/Central
AIR COND	Y	GRADE ADJUST	+10	EXHAUST SYS	N/No
CONDITION	NM/Normal				

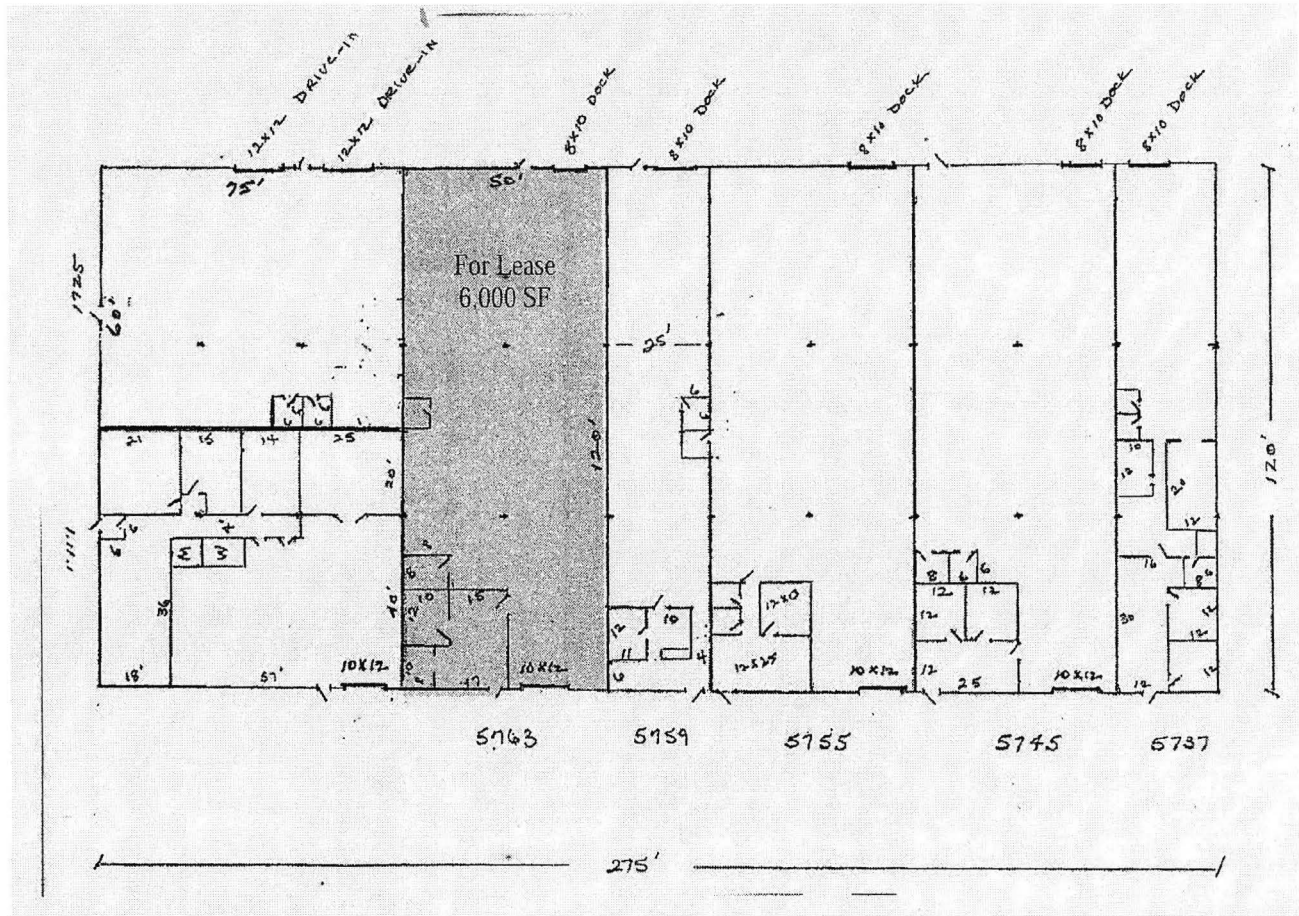
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Attachment B (2)

Commercial Storage Application
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ATTACHMENT B (2)

Layout of Building Detail Tenants



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Attachment B (3)

Commercial Storage Application
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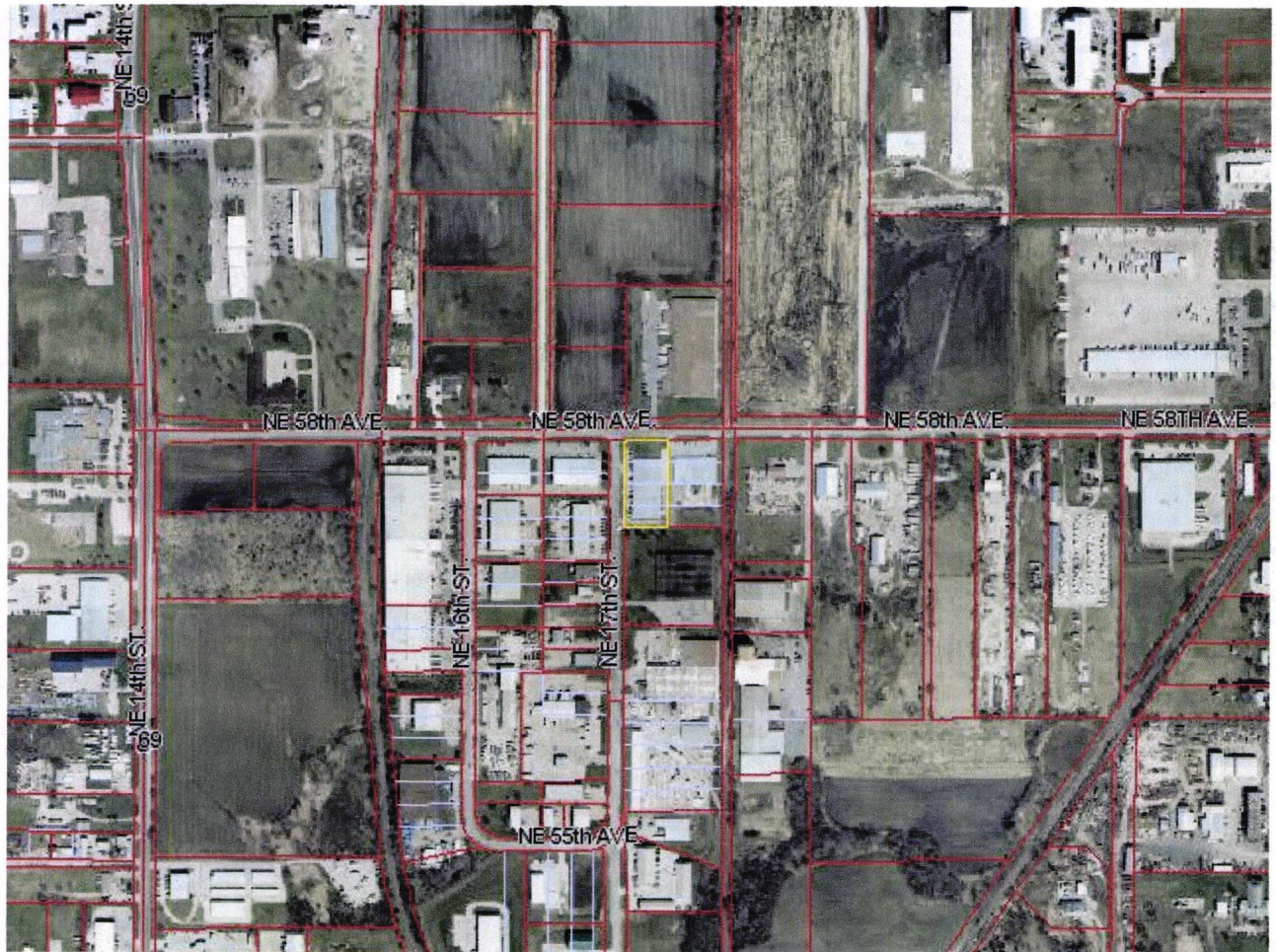
ATTACHMENT B (3)

Aerial Image of the Site Location

Source: Polk County, Iowa Assessor Website

[http://www.assess.co.polk.ia.us/cgi-](http://www.assess.co.polk.ia.us/cgi-bin/map/mapviewer.cgi/pid=1615200114,606729342&size=640x480&unclutter=On&trs=782505&aerial=1&aerial_layer=2006&rect=1612320689,604569773,1618079538,608888910&scale=1/7200&tint=On?319,238)

[bin/map/mapviewer.cgi/pid=1615200114,606729342&size=640x480&unclutter=On&trs=782505&aerial=1&aerial_layer=2006&rect=1612320689,604569773,1618079538,608888910&scale=1/7200&tint=On?319,238](http://www.assess.co.polk.ia.us/cgi-bin/map/mapviewer.cgi/pid=1615200114,606729342&size=640x480&unclutter=On&trs=782505&aerial=1&aerial_layer=2006&rect=1612320689,604569773,1618079538,608888910&scale=1/7200&tint=On?319,238)

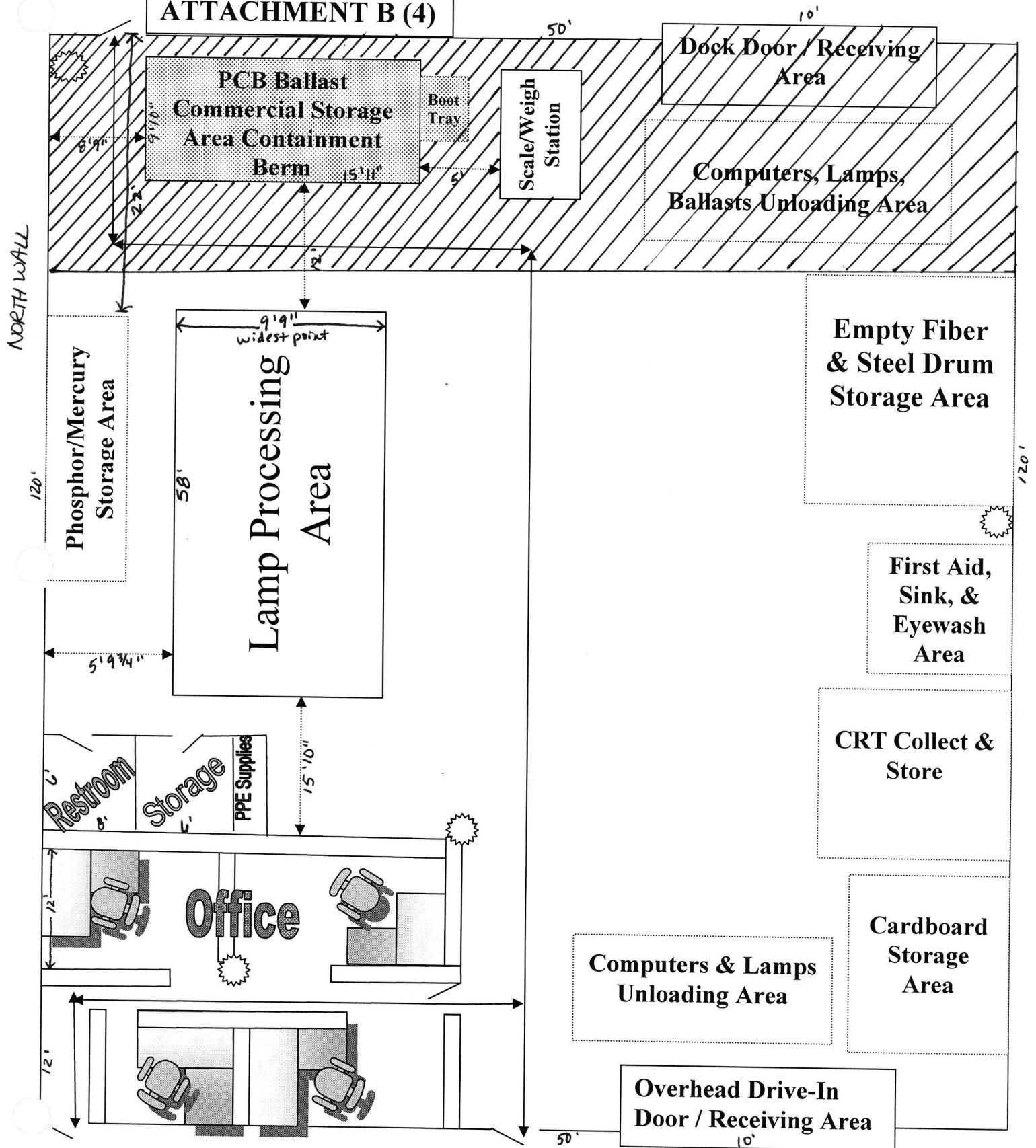


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Attachment B (4)

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ATTACHMENT B (4)



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Attachment B (5)

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Attachment B (5)

PCB Bermed Commercial Storage Area Photos



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ATTACHMENT B (6)

PCB M_L Labels

Figure 1. PCB Label – 6" x 6"

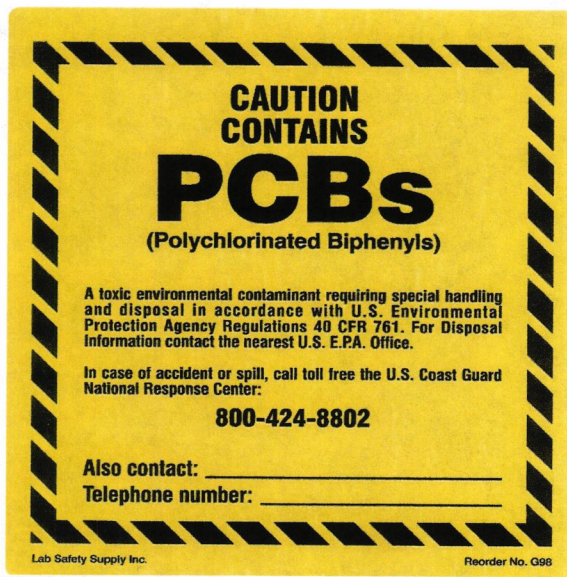


Figure 2. PCB Label – 2" x 2"



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Attachment C

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ATTACHMENT C

40CFR 761.65 (d) (3) (viii) Written Closure Plan as described in paragraph (e) of this section.

40 CFR 761.65 (e) (1) A Commercial Storer of PCB waste shall have a written closure plan that identifies the steps that the owner or operator of the facility shall take to close the PCB waste storage facility

761.65 (e) (1) (i) Elimination of post closure releases

A-TEC Recycling, Inc.'s facility is monitored with a security system 24 hours a day, 7 days a week, so any security breach will be noted. Employees have been trained to be on alert and are required to report any strange persons or activities to the office staff. The Commercial Storage area is located at the rear of the warehouse. The area is defined by a concrete 6 inch curb and coated with a non-porous epoxy. It is identified by the placement of large PCB M_L labels on drums and located on the wall directly above the PCB Berm area. See Attachment E, Figure 1. Maximum PCB inventory that will be on site during the active life of the facility is no more than 21-55 gallon drums with a total weight of 16,800 lbs. The steel drums will contain PCB ballasts and capacitors that will be stored in the bermed storage area.

ADDITIONAL CURRENT MEASURES TO PREVENT PCB'S FROM ESCAPING INTO THE ENVIRONMENT

Pick Up Procedures – PCB Items

1. A-TEC Recycling arrives at the customer/generator location to be picked up.
2. Truck driver will examine the PCB items that are in a container to be transported.
 - a. Non-leaking DOT approved container is loaded on truck after being manifested in accordance with TSCA Regulations.
 - b. If the PCB items to be transported are in a leaking or non-approved DOT container, or the structure of the container may be compromised in any way, the driver will remove those items and place them in a non-leaking UN1A1 or 1A2 DOT approved steel drums.
 - (1) In the event there is a leak, all truck drivers carry spill kits containing bags and gloves.
 - (2) Using the gloves, the leaking PCB item is transferred to a double plastic bag within the leaking drum, gloves are to be removed, placed in the bags along with the leaking ballast, and then moved to a new non-leaking UN1A1 or 1A2 DOT approved steel drum.
3. PCB items in approved containers are transported to A-TEC Recycling warehouse and then unloaded at the rear dock near the PCB containment berm.

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4. Designated warehouse worker during the unloading of the truck is trained to observe containers and the bottoms of the drums to make sure no leakage is present or that the drums have not been compromised in anyway.
 - a. If no leakage is present, truck is unloaded.
 - b. If leakage is present, employees are required to use appropriate personal protective equipment and will transfer the leaking ballasts to a double plastic bag (within the leaking container) and then transfer the ballasts into a new non-leaking DOT container.
5. Drums containing PCB items are then removed from the truck via dolly or forklift and immediately taken to the PCB containment berm.

Delivery Procedures – PCB Items Received at the Rear of the Facility (Dock Height Door)

1. Customer brings their recycling items to A-TEC Recycling warehouse rear dock.
2. Analysis is completed within the customers' vehicle for any visible leakage of drums or containers that contain PCB items.
 - a. If leakage is present, employees are required to use appropriate personal protective equipment and will double bag in plastic the leaking ballasts (within the leaking container) and then transfer items to a non-leaking UN1A1 or 1A2 DOT approved steel drums.
 - b. If no leakage, vehicle will be unloaded.
3. Drums containing PCB items are then loaded onto a dolly or forklift and then taken immediately to the PCB containment berm.

Delivery Procedures – PCB Items Received at the Front of the Facility (Street Level Door)

1. No deliveries of any PCB items will be taken at the front door.
2. Any items that may be brought to the front will be referred to the back door and the procedures noted above will be followed.

All PCB items will be kept in secure non-leaking DOT approved containers at all times once items are loaded onto the company's vehicles or brought into the facility's warehouse. The only exception will be when items are being consolidated within the berm. At no time will there be any PCB item laying outside of the secured non-leaking DOT approved container or come into contact with any floor surface. A plastic boot tray (with a lip) is provided for the employee that works in the PCB area. This tray will be placed on top of the area that is coated with epoxy, outside of the berm, designated for the employee's boots.

761.65 (e)(1)(ii) A description of the maximum extent of storage operations that will be opened during the active life of the facility relative to other wastes that will be handled at the facility.

The primary waste handling activity at the facility is fluorescent lamp recycling. PCB storage for disposal consists of receipt and consolidation of ballasts and capacitors which

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will be shipped for disposal at approved PCB disposal facilities. This activity consists of less than 10% of the operations of A-Tec Recycling.

761.65 (e) (1) (iii) An estimate of maximum inventory of PCB wastes that can be handled at one time at the facility.

The maximum weight of PCB waste stored is 16,800 lbs gross weight contained in steel 55 gallon open top drums, with lids. The maximum amount of drums that can be stored in the storage space is 21 drums.

761.65 (e) (iv) A detailed description of the steps needed to remove or decontaminate PCB waste residues and contaminated containment system components, equipment, structures during closure.

PLANNED CLOSURE PROCEDURES

In the event that the facility must be closed, the primary location that must be cleaned up will be the listed PCB Commercial storage area. All remaining inventory of PCB containing items such as ballasts and capacitors will be transported to Veolia Environmental Services – Phoenix, AZ Facility within 90 days.

A-TEC Recycling will utilize an environmental disposal company to conduct testing of the PCB storage area and related area to perform decontamination as described in 40CFR 761.61 and to proceed with clean up procedures if required.

Areas to be tested for PCB contamination are noted as Porous and Non-Porous Areas on the attached facility drawing as Attachment B (4).

Non-Porous Areas (Commercial Storage Area)

To ensure that the entire 9 X 15 ft. epoxy coated PCB storage area is PCB free, wipe samples will be taken and tested in using the grid pattern of 1 meters as specified in 40CFR 761.302 to ensure that PCB levels are below levels of <10 ug per 100 cm² as specified in 40CFR 761.61 (a) (4), (Six-100 square centimeter sites will be tested).

If PCB levels are detected that exceed the cleanup standard, the entire storage area will be cleaned by soaking the entire surface with diesel fuel for 15 hours. The diesel fuel will be removed and collected for disposal and the entire site will be retested using a 1 meter grid using procedures specified in 40CFR 761.302. Any equipment used within the storage area or used to transport PCB articles or PCB containers will also be tested using wipe samples and cleaned to levels specified in 40CFR 761.61 (a) (4). Any solvents or solutions, mop heads, rags and other materials used for cleaning will be collected for disposal in a TSCA approved disposal facility.

The entire epoxy non-porous surface will be inspected for cracks or breaks in the surface. If any breaks in the coating are determined, the base concrete in the vicinity of the break will be removed and contained for disposal.

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Porous areas (flooring outside the Commercial Storage Area)

The concrete area from the rear receiving dock to the weighing scale and surrounding the non porous storage area (approximately 1100 square feet) has the potential to be contaminated from accidental spills or tracking of PCB materials. In order to assure that there is no residual contamination of the site, sampling of the porous surfaces will be conducted.

A grid interval of 3 meters will be established using procedures described in 40CFR 761.265 and 761.267 to sample the porous surfaces. At least 15 core samples 2-3cm diameter, down to 7.5 cm will be taken, in accordance with Subpart N. If PCB levels are detected that exceed 1 ppm, the concrete in the area showing contamination will be removed and contained for disposal in a TSCA approved disposal facility.

In addition, since tracking of PCB's from loading equipment is potential, additional samples of the floor to the front of the facility must be sampled. A grid pattern of 3 meters will be established and additional core samples will be taken. If any PCB contamination exceeding 1 ppm is detected the concrete will be removed and collected for disposal in a TSCA approved disposal facility. In the event that PCB contamination is found in this area, sampling of related areas of the building will be conducted and surfaces will be removed until assurances are obtained to show that PCB levels are below 1 ppm, in accordance with Subpart O.

Fork lift, Scale and Hand Trucks

The surface of the equipment used outside the commercial storage area will be tested using wipe samples. If any evidence of PCB contamination is detected the equipment will be sent to a TSCA disposal facility, or decontaminated by soaking with diesel fuel and the rinsate will be collected for disposal as PCB waste. If painted surfaces are contaminated, the paint will be stripped and collected for disposal as PCB waste. Testing will be done in accordance with 40 CFR 761.79.

761.65 (e) (1) (v) Other activities to ensure any post closure releases of PCBs will not be present

Once all activities for closure are completed there should be no further potential for releases of PCBs from the facility.

761.65 (e) (1) (vi) Schedule for closure

In the event of a planned closure, the following procedures will be followed upon closure of the PCB commercial storage facility:

- (a) A-TEC Recycling will notify the Regional Administrator or the Director, National Programs Chemical Division if he approved the closure plan, in writing at least 60 days prior to the date on which final closure of the PCB storage facility is expected to begin.
- (b) The date when the facility expects to begin closure shall be no later than 30 days after the date on which the storage facility receives its final quantities of PCB waste. If an extension is needed, a request will be made to the Regional Administrator or the Director, National Programs Chemical Division if he

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approved the closure plan, may approve a reasonable extension to the period for removal of the PCB waste.

- (c) Upon notification of closure to the Regional Administrator, within 90 days all remaining PCB waste will be shipped to a TSCA approved disposer or Commercial Storer from the facility.

Any remedial cleaning will be completed within 120 days from the date that sample results are obtained. If a written request for a reasonable extension to:

- (d) Complete closure is submitted to the Regional Administrator, an extension may be permitted.
- (e) Closure activities will be completed within the 180 days of receiving the final quantity of PCB waste for storage at the facility, in accordance with the approved closure plan. Any necessary extension to the closure period will be requested and must be approved by the Regional Administrator or Director, National Programs Chemical Division if he approved the closure plan.
- (f) Within 60 days of completion of closure of the facility, A-TEC Recycling, Inc. will submit to the Regional Administrator, by registered mail, a certification that the PCB storage facility has been closed in accordance with the approved closure plan. The certificate shall be signed by the owner and by an independent registered professional engineer.

UNPLANNED CLOSURE PROCEDURES

In the event that A-TEC Recycling, Inc. abandons the site, the Regional Administrator shall initiate actions to obtain finances in standby trust under the letter of credit from the Community State Bank in Ankeny, Iowa to cover the cost of transportation and disposal of any PCB containing inventory from the commercial storage area, and for the sampling and clean up of any residual PCB's by an independent 3rd party. See Attachment E.

In the case of unplanned closure, PCB inventory may be transferred to any approved PCB transporter to ship the containers to an EPA approved PCB disposal facility.

761.65 (e) (1) (vii) An estimate of the expected year of closure of the PCB waste storage area

A trust fund will not be utilized as financial closure mechanism. Therefore, this section is not applicable to the closure plan

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Attachment D

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ATTACHMENT D

Closure Cost Estimates

This cost estimate is based on current costs provided by environmental disposal companies. The following estimates are based on year 2008 dollar values.

Transportation and disposal of 21 drums (16,800 lbs. of PCB Waste @ \$.40/lb.)	\$6,720.00
Sample collection and testing of wipe samples in Commercial Storage area	\$2,500.00
Sample collection and testing of core samples from porous areas	\$5,210.00
Removal of concrete from breaks in epoxy surface	\$20,000.00
Wipe samples of equipment and testing of samples	\$885.00
Solvent treatment of Commercial Storage Area and disposal of waste at TSCA site	\$5,990.00
Removal of up to 1100 square feet of concrete and disposal at TSCA landfill	\$23,215.00
Retesting of Commercial Storage area after treatment	\$2,500.00
Administrative costs including engineer certification of closure	\$3,000.00
Environmental Technician sampling costs	\$3,300.00
Contingency factor-15%	\$10,998.00
Total	\$84,318.00

Estimated Cost Year 2008

The year 2008 cost estimate was developed by current year costs. For future years, information on the average annual inflation rate will be obtained from the Budget of the United States Government Fiscal Year 2001, prepared by the Office of Management and Budget, Economic and Accounting Analysis Department.

Modifications of Closure Cost Estimate

When a modification of the plan causes an increase in the cost of closure, upon approval by the Regional Administrator, the owner will revise the cost estimate within 30 days of the approval and annually, at a minimum.

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Attachment E

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ATTACHMENT E

40CFR 761.65 (d) (3) (x) Demonstration of financial responsibility to close the facility

Financial responsibility requirements for closure will be secured using Community State Bank, whereby the bank agrees to fund the closure of the facility at the direction of the EPA. A letter from Community State Bank stating our Line of Credit is in place and a copy has been sent to the EPA. A trust has been established with the Bank and is noted in Attachment F.

After 2008, the Closure Cost Estimate will be adjusted annually for inflation using the Implicit Price Deflator for the GNP. If the total estimate is ever above the line of credit amount, the line of credit will be increased to cover current prices.

Financial Assurance Mechanism:	Closure Line of Credit
Amount of financial assurance:	\$85,000
Issuer of mechanism:	Community State Bank
Issuer's address:	817 N. Ankeny Blvd Ankeny, IA 50021
Bank Agent:	Angi Bright
Effective date of mechanism:	03/01/08
Expiration date of mechanism:	03/01/09 & renews until cancelled



community state bank

To: Environmental Protection Agency
Attn: John B Askew
901 N 5th St
Kansas City, KS 66101

RE: Irrevocable Letter of Credit No. 601
Issue Date October 18th, 2006
Initial Expiry Date: October 18th, 2007
Renewal/ Amended date: March 1st, 2008
Extended Expiry date: March 1st, 2009

Irrevocable Standby Letter of Credit

Regional Administrator
Region 7
U.S. Environmental Protection Agency

Dear Sir or Madam: We hereby establish our Irrevocable Standby Letter of Credit No. 601 in your favor, at the request and for the account of A-Tec Recycling, Po Box 7391, Des Moines, IA 50309, up to the aggregate amount of Eighty Five Thousand U.S. dollars, \$85,000.00, available upon presentation of

- (1) your sightdraft, bearing reference to this letter of credit No. 601
- (2) your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulation issued under authority of the Resource Conservation and Recovery Act of 1976 as amended."

This letter of credit is effective as of march 1st, 2008 and shall expire on March 1st, 2009, but such expiration date shall be automatically extended for a period of one year on March 1st, 2009 and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and owner's A-Tec Recycling, by certified mail, that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and A-Tec Recycling, as shown on the signed return receipts.

*Document placed in CBT
file in EPA Record Center
4/14/08
J. D. Church*

Redefining Simple.

1701 W. 1st Street
Ankeny, IA 50021

1701 W. 1st Street
Ankeny, IA 50021

902 S.E. Craigbor Road
Ankeny, IA 50021

200 8th Street, S.E.
PO Box 536
Atchison, IA 50009

1401 E. Euclid Avenue
PO Box 3303
Des Moines, IA 50316

3540 E. 33rd Street
Des Moines, IA 50317

4811 S.E. 14th Street
Des Moines, IA 50320

6175 Merle Hay Road
PO Box 308
Johnston, IA 50131

1025 N. Hickory Boulevard
Pleasant Hill, IA 50327

Local Customer Care:
(515) 331-3100

www.bankcsb.com



Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of A-Tec Recycling, in accordance with your instruction.

We certify that the wording of this letter of credit is identical to the working specified in 40 CFR 264.151 (d) as such regulations were constituted on the date shown immediately below.



Angi Bright, Commercial Loan Officer
Community State Bank, NA

31 108
Date _____

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Attachment F

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ATTACHMENT F

Financial Requirements Sec. 264.151

Trust Agreement

Trust Agreement, the ``Agreement,`` entered into as of March 1, 2008 by and between A-TEC Recycling, Inc., an Iowa corporation, the ``Grantor,`` and First State Bank, Webster City, Iowa, incorporated in the State of Iowa, the "Trustee".

Whereas, the United States Environmental Protection Agency, ``EPA,`` an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of PCB Waste Management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term ``Grantor`` means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term ``Trustee`` means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the ``Fund,`` for the benefit of EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the EPA Regional Administrator shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator from the Fund for closure and post-closure expenditures in such amounts as the EPA Regional Administrator shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the

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Commercial Storage Application

Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by

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another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed

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by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Iowa.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written:

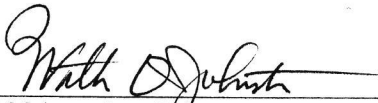
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The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

GRANTOR
A-TEC RECYCLING, INC.

TRUSTEE
FIRST STATE BANK, Webster City, Iowa

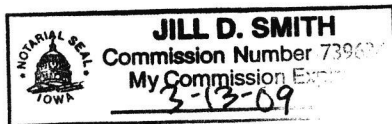

Larry K. Young, Jr. President


William D. Johnston
Vice President & Trust Officer



STATE OF IOWA)
SS:
COUNTY OF POLK)

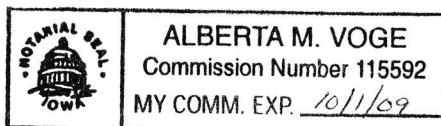
On this April 2, 2008, before me personally came Larry K. Young Jr. to me known, who, being by me duly sworn, did depose and say that he resides at 2900 Westover Blvd., Urbandale, IA 50322, that he is President of A-TEC Recycling, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

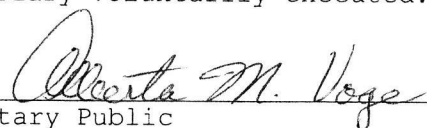



Notary Public

STATE OF IOWA)
SS:
COUNTY OF HAMILTON)

On this 28th day of March, 2008, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared William D. Johnston to me known, who, being by me duly sworn, did say that he is the Vice President and Trust Officer of First State Bank, Webster City, Iowa, executing the foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and William D. Johnston acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by him and as the fiduciary voluntarily executed.




Notary Public

Trust Agreement - Exhibit A

Date: 03/01/08

This Exhibit A, being an attachment to the trust agreement made effective on the date first written above, identifies the officers of the Grantor who are authorized to provide written and signed instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated below, or such other designees as the Grantor may designate by amendment to this Exhibit.

Name:

Title:

Larry Young
Robin Young

President
Vice-President